

# SDMS US EPA Region V

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Warranty Deed

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ARTICLES OF AGREEMENT

FOR  
WARRANTY DEED

RAYMOND T. LOPATA  
as Trustee

and

ARROW BUILDING CORPORATION,  
Buyer

FIVE THOUSAND NINE HUNDRED EIGHT  
(\$5,908.00) DOLLARS, or more, together  
with all accrued interest, shall be  
paid on or before June 1, 1958;

FIVE THOUSAND NINE HUNDRED EIGHT  
(\$5,908.00) DOLLARS, or more, together  
with all accrued interest, shall be  
paid on or before December 1, 1958;

FIVE THOUSAND NINE HUNDRED SEVEN  
(\$5,907.00) DOLLARS, or the unpaid  
balance, together with all accrued  
interest shall be paid on or before  
June 1, 1959.

IT IS FURTHER provided that the Seller  
shall deliver Warranty Deed for either  
the West one-half or the East one-half  
of the said described premises upon  
payment by the Buyer of an aggregate  
of SEVENTEEN THOUSAND FOUR HUNDRED  
SEVENTY-THREE (\$17,473.00) DOLLARS  
upon the principal of the gross purchase  
price.

THE BUYER COVENANTS:

1. To make such payments promptly.
2. To pay the taxes and special assessments when and as the same become due and payable, and if the buyer wishes to contest any taxes, to deposit an amount with the seller that will adequately protect it.
3. That if it defaults in any of its said payments, or in the performance of any of its covenants, the seller may, at its option, forfeit this contract, as to the unconveyed premises, and take possession of said premises, retaining all payments made under the corresponding portion of this contract in full satisfaction of all damage sustained by the seller.
4. That notice of forfeiture may be served upon buyer by mailing the same to buyer by registered mail at 7826 W. 47th Street, Lyons, Illinois and the registration receipt by the post office shall be conclusive evidence of such service.

THE SELLER COVENANTS:

1. To furnish for examination within twenty days, hereof, a report of Title by Chicago Title & Trust Company brought down to the date hereof, showing a good title according to the terms of this contract. The Seller may hold said title papers until the delivery of the deeds at which time they are to be delivered to the buyer, but the report of Title if such was furnished shall be written up into two guarantee policies in the usual form for the corresponding portion of purchase price. (in two separate halves.)
2. That when said balance has been paid down to SEVENTEEN THOUSAND FOUR HUNDRED SEVENTY-THREE (\$17,473.00) DOLLARS.

to convey either the West half or the East half of said premises, to the buyer by statutory warranty deed, including the release and waiver of homestead and dower, subject only to the following:

- (a) Building lines of record and said easement for utilities.
  - (b) Liens and encumbrances occasioned or incurred by the buyer.
3. To permit the buyer to take and retain possession of said premises so long as buyer is not in default.
  4. To furnish buyer with an owners guaranty policy brought down to cover the date hereof and to cover the date of recordation of proposed new subdivision plat, with title insurance to correspond with the actual cash consideration paid for each respective half.
  5. The Seller may assign its interest in this contract, conveying the real estate to the assignee by quit claim or warranty deed, subject to this contract, and the buyer may assign its interests when and not before one third of the above balance has been paid, remaining personally liable under this contract, except insofar as any purchase money trust deed is concerned, but any such assignment shall require the assignee to assume all the liability and covenants under this contract.
  6. The seller covenants that the title to said premises is not now subject to any liens or encumbrances except those above referred to, if any, and that it will not permit any liens, encumbrances or defects of title to accrue, and if they do, it will remove the same within sixty days after notice.
  7. The seller reserves the right to pay any taxes, special assessments, redeem from tax sales or forfeitures, principal and interest on prior encumbrances, or other prior liens occasioned by the buyer, if the buyer fails to pay the same when and as they become due and payable and the buyer agrees to repay the same to seller at such time and such manner as the seller shall designate, together with interest at 7% per annum, and failure on the part of the buyer to do so, may be considered by the seller as breach of covenant, but the seller agrees to sign any papers necessary to extend or replace any prior encumbrances.

IT IS FURTHER COVENANTED: by the seller

8. The proposed subdivision of ELLSWORTH PARK as a Restricted manufacturing District shall be qualified, approved and recorded within sixty (60) days from date hereof, whereupon seller shall cause a licensed surveyor to stake off the premises described herein into an East half and a West half, and shall supply BUYER with a copy of the recorded subdivision plat. Said plat will show a 10 foot width easement for utilities along

- the South end of these premises.
9. Seller has represented to Buyer it is applying for annexation to the Village of Downers Grove and that the Village of Downers Grove will not restrict or rezone the land herein described to bar its use and development as a Restricted Manufacturing District before buyer secures a permit to develop said land, within the next six months from date hereof. However, Buyer realizes that this property will be subject to building restrictions of the Village of Downers Grove, if annexed, and otherwise, to those of DuPage County.
  10. The land herein described is within the limits of Downers Grove Sanitary District.
  11. No special assessment shall be charged to nor incurred by the Buyer for any of the following improvements:
    - (1) Installation of water mains on Curtiss Street in front of the property.
    - (2) Sewers on Curtiss Street in front of property.
    - (3) Paving with hard surface Curtiss Street from the end of concrete strip immediately west of the property to connect with hard surface pavements approximately 1500 feet East.
    - (4) Labor and materials cost and established permit fee for tapping into water and sewer lines shall be the buyers separate responsibility. There will be no "tap in" charge to Buyer for privilege of tapping into the water line on Curtiss Street.
    - (5) Seller represents that the above described sewer is already installed on Curtiss Street and that water installation and the completion of hard surface paving shall be completed by December 31, 1957.

Time shall be of the essence of this contract, current taxes shall be prorated as of the date of completing the down payment, and the covenants herein contained shall extend to and be obligatory upon the successor and assigns of the parties, and words used herein shall be construed in the singular and plural, feminine or masculine as the case may be.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1<sup>st</sup> day of June, A.D. 1957.

ARROW BUILDING CORPORATION

by JAMES J. CERVINKA  
President

RAYMOND T. LOPATA (Seal)  
RAYMOND T. LOPATA, as Trustee  
Under ELLSWORTH PARK Trust #1114,  
dated November 14, 1956

ATTEST:

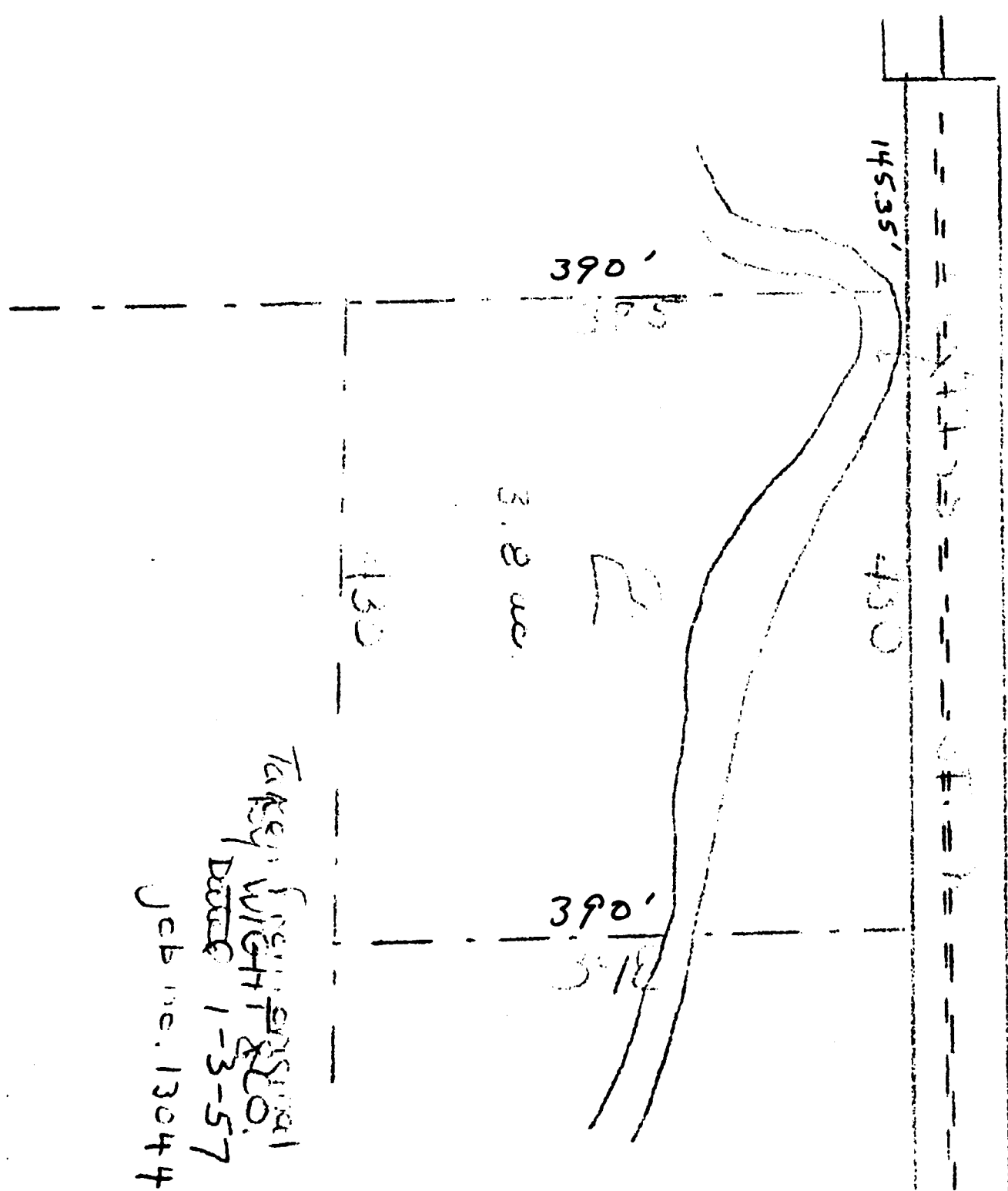
ALAN B. GILBERT  
Secretary



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Takey, Inc. 13044  
 W/6TH 13044  
 DATE 1-3-57  
 Job no. 13044

Special Meeting of  
Board of Directors and Shareholders of  
ARROW BUILDING CORPORATION

A special meeting of the Board of Directors and Shareholders of ARROW BUILDING CORPORATION, an Illinois Corporation, was held at 2301 Curtiss Street, Downers Grove, Illinois, on the 14th day of December, 1960, at the hour of 10:00 A.M., pursuant to Waivers of Notices by all the Directors and Shareholders of the Corporation.

All of the Directors of the Corporation were present, being:

James J. Cervinka  
Frank E. Pielsticker  
Thomas T. Robinson  
Alan B. Gilbert  
Veronica M. Pielsticker

All of the Shareholders of the Corporation were present, being:

James J. Cervinka  
Patricia S. Cervinka  
Frank E. Pielsticker  
Veronica M. Pielsticker

Upon motion duly made, seconded, and unanimously carried, James J. Cervinka was chosen as Chairman of the meeting, and Frank E. Pielsticker as Secretary of the meeting.

Thereupon the following Resolution was duly made, seconded and unanimously adopted:

RESOLVED, that James J. Cervinka, President of Arrow Building Corporation, is hereby authorized, empowered and directed to execute and deliver unto THE EXCHANGE NATIONAL BANK OF CHICAGO, ILLINOIS, an installment note in the principal sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS, obligating this corporation to repay said sum in monthly installments, principal and interest included, with interest on the balance of principal remaining from time to time unpaid at the rate of Six and one-fourth per cent per annum, said installments

being in the sum of NINE HUNDRED EIGHTY EIGHT AND 90/100 DOLLARS commencing February 1, 1961, and a like sum on the first day of each month thereafter for a total period of twelve years, said note to contain certain prepayment privileges and to be guaranteed by FRANK E. PIELSTICKER AND JAMES J. CERVINKA AND THEIR WIVES.

FURTHER RESOLVED, that the said Installment Note shall be secured by an appropriate trust deed covering the following real estate:

Lot 1 in Ellsworth Park, being a subdivision of part of the South half of Section 12, Township 38 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 8, 1957 as Document 852208, in DuPage County, Illinois.

FURTHER RESOLVED, that said President is hereby authorized, directed and empowered to execute and deliver any and all additional documents and instruments required in order to accomplish the consummation of the said loan of ONE HUNDRED THOUSAND AND NO/100 DOLLARS and to waive therein the corporate right of redemption, and that all instruments referred to in these Resolutions, where required, shall be attested by the Secretary of the Corporation.

There being no other or further business to come before the meeting, on motion duly made and unanimously carried, the meeting adjourned.

Frank E. Pielsticker FP  
Secretary of the Meeting

APPROVED:

James J. Cervinka JC

John J. Cervinka JC

Thomas M. Pielsticker TP

Walter A. Pielsticker WP

Thomas J. Robinson TR